

## UNITRANS AFRICA WEBSITE TERMS OF USE

IMPORTANT: PLEASE TAKE NOTE OF THE FOLLOWING:

- It is important to note that the use of this Website is subject to the Terms and Conditions of use set out below.
- By using this website you agree to observe all Terms & Conditions of use, including any Privacy or other Policy which may appear elsewhere on this Website

### 1. Definitions

The following words and phrases have these meanings in this Agreement:

- 1.1. "Agreement" means these Website Terms of Use.
- 1.2. "ECT Act" means the Electronic Communications and Transactions Act 25 of 2002.
- 1.3. "Intellectual Property Rights" means copyright, patents, registered designs, trademarks (whether registered or not) , trade secrets, database rights, design rights, service marks and other intellectual property rights and rights to claim something as confidential information, including in other jurisdictions that grant similar rights.
- 1.4. "License Agreement" means a license agreement with us that allows you to download and Use the Media separately and apart from the Site.
- 1.5. "Media" means notes, images, vectors or other visual media offered for distribution through the Site, and includes portions and adaptations thereof.
- 1.6. "Site" means the Unitrans website at URL: <https://www.unitrans.africa/> or such other URL as we may indicate from time to time.
- 1.7. "Us", "We", or "Our" means Unitrans Africa Proprietary Limited, a company incorporated in terms of the company laws of the Republic of South Africa with registration number: 1958/002406/07 and also includes reference to our holding company, group companies and / or subsidiaries.
- 1.8. "Use" in relation to the Media means to reproduce, publish, perform, broadcast, transmit, adapt and / or create derivative works from the Media, and "Use" (*as a noun*) and "Usage" will have a corresponding meaning.
- 1.9. "You" or "Your" refers to you, or your employer or any other person that you have full legal authority to bind and on whose behalf you may be accepting this Agreement.

### 2. Use Subject to these Terms and Conditions

- 2.1. Your use of and access to this Site is at all times governed by this Agreement, and by accessing this Site you agree to adhere to these terms. Your acceptance of this Agreement will be deemed to have been given on the date when you first accessed this Site.
- 2.2. If you do not agree to this Agreement, you must cease your access of this Site

immediately.

- 2.3. This Agreement includes our Website Privacy Policy, which is included by reference.
- 2.4. Please note that, due to legal and other developments, we may be required to amend this Agreement from time to time without notice. It is your duty to familiarise yourself with the current version. Please refer to the last revision number and date at the bottom of this document. Continued use of the Site subsequent to any amendments having been affected constitutes your acceptance of this Agreement.

### **3. Content**

- 3.1. *NO OFFER.* You should regard nothing contained in this Site as an offer, but as an invitation to do business.
- 3.2. *No Warranty on Content.* All information viewed or accessed from this Site are provided “as is” without any warranty, whether express or implied unless you enter into a License Agreement or this is specifically imposed by law.
- 3.3. *Intention of the Site* The content on the Site is available for use under license. The Media can be used according to the relevant License Agreement and any Usage without a License Agreement is unlawful.
- 3.4. *Removal of Media.* Any content we feel is inappropriate or inconsistent with the Site may be removed at our own discretion.
- 3.5. *Use at own Risk.* Any use of or reliance on this Site, the contents of this Site or the information provided through this Site will be at your sole risk. We make no representations or warranties whatsoever as to the accuracy of the information contained in this Site.
- 3.6. *No Warranty on Availability.* We do not warrant that this Site or the delivery, hosting and ancillary services or facilities of third party suppliers utilised by us will continue to operate, will operate without interruptions or will be error-free or that it will be free of any software virus or other harmful component. You will be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data caused as a result of any use of this Site.

### **4. Third Party Sites**

- 4.1. *Content of 3<sup>rd</sup> Party Sites.* The Site contains hyperlinks to websites owned and / or operated by third parties. We are not responsible for the content of such websites, and does not endorse or approve the contents thereof.
- 4.2. *Disclaimer of 3<sup>rd</sup> Party Website Content.* We consequently do not accept any liability in connection with any third party websites that may be linked to this Site (regardless of whether or not a link has been permitted by us) and is not responsible for the content of any website that is linked to this Website. The fact that a website is linked to this Site

does not imply that we sponsor, endorse or are affiliated or associated with the entity that owns or is responsible for the website.

## **5. Intellectual Property**

- 5.1. Reservation of Rights. Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and / or object code and all other works contained in this Site is owned by us or by a third party, and we assert and reserve all of Our rights in this regard, and that third party is entitled to assert and reserve all of its rights in this regard as well. Access to or use of this Site will not in any way result in an assignment or license of any intellectual property owned by us or any other party.
- 5.2. Limited Use. The contents of this Site may not be transmitted, transcribed, reproduced, stored or translated into any other form without our prior written permission. However, we permit you to display the content of this Site on your computer or device as part of your viewing of the Site only.
- 5.3. No Other Use. No other use of this Site or its content is permitted unless you enter into a License Agreement with us. Without restricting the generality of the foregoing, you may not make commercial use of the content of this Site, include the content of this Site in or with any product that you create or distribute, or copy the content of this Site onto your own or another's website, unless as set out in these terms and conditions.

## **6. Linking, Framing and Crawling**

- 6.1. Hyperlinking Restricted. Our express written permission is required before any hyperlink other than to the Home Page of this Site is created. Permission, if granted, will be subject to the condition that the party linking to this Site alerts users to the application of these terms and conditions. Requests for permission can be emailed to: [enquiries@unitrans.co.za](mailto:enquiries@unitrans.co.za).
- 6.2. Permission. Permission to link to this Site is given without assumption of any liability. We reserve the right to withdraw permission granted to link to this Site at any time and for any reason.
- 6.3. Framing Restricted. Our express written permission, which may be subject to conditions, is required before this Site, any of its pages and/or any of the information contained on the Site is framed. Requests for permission can be emailed to [info@unitrans.co.za](mailto:info@unitrans.co.za) .
- 6.4. Automated Searches Restricted. Apart from legitimate search engine operators and use of the search facility provided on the Site for users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Site for any purpose without our prior written consent.

## **7. Acceptable Use.**

7.1. Prohibitions. You agree and acknowledge that you will not use the Site in any unlawful manner or in a manner not approved by the Website Terms of Use. You agree to treat all other users of the Site with respect and will not engage in any of the following activities:

7.1.1. Defame, abuse, harass, stalk, threaten or violate the legal rights (such as rights of privacy) of others.

7.1.2. Publish, post, distribute or disseminate any defamatory, infringing, obscene, pornographic, sexual, indecent or unlawful material or information.

7.1.3. Upload or otherwise transfer files that contain software or other material protected by intellectual property laws (or by rights of privacy or confidentiality) unless You own or control the rights thereto or have the required authority and have received all necessary consent to the intellectual property.

7.1.4. Upload or otherwise transfer files that contain viruses, corrupted files or any other similar software or programs that may damage or inhibit the operation of another computer.

7.1.5. Delete any legal notices, labels or anything else in the Media or Site content that displays authorship or ownership in any file that is uploaded.

7.1.6. Falsify the origin or source of software or other material contained in a file that is uploaded.

7.1.7. Advertise or offer to sell any goods or services or conduct or forward surveys, contests or chain letters.

7.1.8. Download any file posted by another user of a forum that You know, or reasonably should know, cannot be legally distributed.

7.1.9. Use any communications or content or other information obtained through the Site in a manner that is competitive with the Site or Us.

7.2. No Liability You agree and acknowledge that we will not be held liable for content created by you and/or other users of the Site, and that you maintain all responsibility for your actions and statements made on the Site.

7.3. Removal of Content. We reserve the right to remove content created by users of the Site at any time.

## **8. Security**

8.1. No Liability. While We take all reasonable security precautions, no liability will lie for damage caused by the malicious use of this Site or by destructive data or code that is passed on to you through the use of this Site.

8.2. Prosecution. We will pursue prosecution of and compensation from any person who

delivers or attempts to deliver any destructive code to this Site or attempts to gain unauthorised access to any page on this Site.

## **9. Personal Information**

9.1. Privacy Policy. Further information regarding the manner in which we respect the privacy of your personal information is contained in the Website Privacy Policy.

## **10. Disclaimer and Indemnity**

10.1. Disclaimer. We expressly disclaim all liability for any direct, indirect or consequential loss or damage occasioned from the use or inability to use this Site whether directly or indirectly resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise. Consequential and indirect loss and damage will include but not be limited to loss of profits, loss of goodwill, and wasted expenditure.

10.2. Indemnity. You agree to indemnify and hold us, our servants, subcontractors, subsidiaries and affiliates harmless from any demand, action or application or other proceedings, including for attorney's fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the your use of or access to this Site.

## **11. Owner information**

11.1. The following are the details of the Website owner.

Website owner: Unitrans Africa Proprietary Limited, a company incorporated under the laws of the Republic of South Africa.

11.2. Registration number: 1958/002406/07

11.3. Tel: [+27 21 003 9685](tel:+27210039685)

E-mail: [enquiries@unitrans.africa](mailto:enquiries@unitrans.africa)

Physical Address: Block V, Greenford Office Estate Park, Puntersway, Kenilworth

11.4. Postal Address: PO Box 36361, Glosderry, 7702

## **12. Advertising and sponsorship**

12.1. 3<sup>rd</sup> Party Content. This Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in this Site complies with all applicable laws and regulations.

12.2. No Liability. We accordingly exclude, to the fullest possible extent permissible under law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

## **13. Monitoring and interception of data messages**

13.1. In order to provide a relevant, efficient and secure service, and where required and permitted to do so under law, we may monitor and/or intercept electronic

communications such as e-mail which are sent to this Site. To the full extent necessary under law you acknowledge that you are aware of the potential monitoring and/or interception and consent to it.

#### **14. Receipt of data messages**

- 14.1. Data messages, including e-mail messages, sent by you to us will be deemed to be received only when acknowledged or responded to.
- 14.2. A data message sent by us to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 14.3. We reserve the right not to respond to any e-mail or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take the appropriate action against the sender of such e-mail where necessary.
- 14.4. You agree that data messages sent to this Site will not be regarded as confidential unless otherwise agreed in writing.

#### **15. Disputes**

- 15.1. Arbitration. Any dispute between the parties arising out of or in connection with your visit to the Site or from this Agreement must be submitted to confidential arbitration. Such arbitration will be held in Cape Town, South Africa, subject to the arbitral law of South Africa. The parties consent to the sole jurisdiction of the High Court of South Africa in adjudicating disputes arising from or connected with the arbitration. The Arbitration Foundation of South Africa will act as the appointing authority.
- 15.2. Urgent Relief. The foregoing will not restrict our right to apply to a competent court for relief should its intellectual property rights be violated or threatened, and the parties consent to the jurisdiction of the Cape Division of the High Court of South Africa for such purposes.

#### **16. Interpretation & General**

- 16.1. Whole Agreement. This Agreement is the whole of the agreement between the parties, and no document or statement not mentioned above will form part of it. Only a written variation, waiver or cancellation agreed to by both parties will be of any effect.
- 16.2. Applicable Law & Jurisdiction. The law of the Republic of South Africa will apply to this Agreement, its interpretation and any matter or litigation relating to or arising from it, and the parties consent to the jurisdiction of the courts of Republic of South Africa in this regard.
- 16.3. Survival. For the avoidance of doubt, any provision of this Agreement that anticipates any right or duty extending beyond the termination or expiry of this Agreement will

- survive the termination or expiry of this Agreement and continue in full force and effect.
- 16.4. No Indulgence. If one party chooses not to enforce any part of this Agreement, that does not mean that the party cannot enforce that part at a later time. If any part of the Agreement is found to be unenforceable, the rest will still be enforceable.
- 16.5. Representatives. Any parties hereto acting in representative capacities warrant that they are authorised to act in such capacities, and accept personal liability under this Agreement should they prove not to be so authorised.
- 16.6. Severance. In the event that any part of this Agreement is found to be partially or fully unenforceable for any reason, this will not affect the application or enforceability of the remainder of this Agreement.
- 16.7. Broken Links. Notwithstanding the fact that hyperlinks in these terms and conditions to certain documents should be deemed part of these terms and conditions in terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002, the fact that some or all of the hyperlinks may be non-operational, will not play a role in determination of the validity and interpretation of these terms and conditions.